



REQUEST FOR PROPOSAL

FOR

HIRING OF SERVICE PROVIDER

FOR PROVIDING TELERADIOLOGY
(DIGITIZATION OF X RAY)

AT

GOVT. HOSPITALS OF CHHATTISGARH

RFP. NO. :

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This document contains total 43 pages including cover page and 14 Annexurs.

1. Notice inviting Request for Proposal

Letter No. /DHS / X RayServices /

Raipur, dated / /2018

On behalf of Director Health Services, Chhattisgarh , The Chhattisgarh Medical Services Corporation (CGMSC) invites Request for Proposal for hiring service provider for Teleradiology (Capturing & Digitization of X-ray) services in selected hospitals & health centers as listed in Annexure 10.

Date and time schedule of RFP:

Sr.	Particulars	Date and Time	Venue/web address
1	Date of uploading of RFP	03/08/2018	https://eproc.cgstate.gov.in , www.cghealth.nic.in
2	Pre-bid conference	16/08/2018 1:00 PM	Old Office of Directorate of Health Services, DKS campus, Behind Lalganga shopping mall, Raipur Chhattisgarh
3	Opening date for submitting online Request For Proposal	27/08/2018	https://eproc.cgstate.gov.in
4	Last date for submitting online Request For Proposal	01/09/2018 (5:00 PM)	https://eproc.cgstate.gov.in
5	Opening of tender (online)	03/09/2018 3:00 PM	Chhattisgarh Medical Service Corporation, (CGMSC), 3 rd floor, Govind Sarang Vyavsayik Parisar, New Rajendra Nagar, Raipur Chhattisgarh
6	Estimated Annual Transaction Value		Rs. 5 Crores.

1. The selection of Bidders shall be carried out through e-tendering process. Proposal/Bids are to be submitted online in electronic format on website <https://eproc.cgstate.gov.in> as per RFP document.
2. The RFP document cost of Rs. 5000/- shall have to be paid, by way of RTGS/ E-transfer to CGMSC Ltd. Equipment Procurement Cell, Account No. 540901010050669, Bank Name- Union Bank of India, Shankar Nagar Branch, Raipur CG, IFSC/ RTGS code – UBIN05540490.
3. RFP document may be downloaded from the website- <https://eproc.cgstate.gov.in> and www.cghealth.nic.in. However, a filled bid shall be acceptable only after compliance of point 2 above.

DIRECTOR
Health Services
Chhattisgarh Raipur

2. Disclaimer

- 2.1 Chhattisgarh Medical Service Corporation, (CGMSC), invites RFP on behalf of Director Health services, Chhattisgarh.
- 2.2 CGMSC is only the processor for the RFP process. The implementation shall be done by the Director Health Services .
- 2.3 The information contained in this Request for Proposal (hereinafter referred to as “RFP”) document is provided to the Bidders, by the Director Health Services, Chhattisgarh (on behalf of Government of Chhattisgarh Department of Health & Family Welfare) hereinafter referred to as “DHS”, on terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- 2.4 This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for DHS to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should assure itself regarding the accuracy and completeness of the information in this RFP document for its own purpose, where deemed necessary obtain clarification from appropriate sources.
- 2.5 The DHS or Director Health Services, Chhattisgarh makes no representation, or warranty, and shall incur no liability under any law, statutes, rules or regulations as to the accuracy or completeness of the RFP document.
- 2.6 The DHS, Chhattisgarh, reserves the absolute right to cancel or amend, in part or in full, any part of the RFP document.
- 2.7 The issue of this RFP does not imply that the DHS is bound to select a Bidder for the Teleradiology services as stated herein
- 2.8 The DHS reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.
- 2.9 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid.
- 2.10 Any subsequent notice regarding this tender shall be uploaded on the website only. Bidders are advised to check website regularly at their convenience.
- 2.11 The Bidder and its human resources shall be working in an Environment which is not always guaranteed to be non hazardous . There scope of work may carry risk of radiological exposure.

3. Background

- 3.1 Diagnostics are an integral part of the health care system and provide information about prevention, screening, detection, diagnosis, treatment and management. Limited availability and access to quality radiology services are among the major challenges, contributing to delayed or inappropriate responses to disease control and patient management. This also results in continued reliance on empirical patient care or irrational diagnostic prescription, practices that waste scarce resources.
- 3.2 Out of pocket expenditures on diagnostic tests are high and rising, sometimes even overtaking the costs of medicines. The poor patients, who access public health care facilities have access to limited set of diagnostic services. Other challenges in provision of a set of diagnostics at each facility level include availability of skilled personnel, consumables and reagents.
- 3.3 The ready availability of affordable diagnostic tools enables accurate detection of health risks and disease at an early stage, thereby improving disease management, and also diminishing subsequent health problems and associated costs.
- 3.4 Diagnostics therefore play a useful role in influencing the quality of patient care, and health outcomes. Good quality diagnostic tests that are essential and provide accurate results are therefore of paramount importance in reducing the burden of disease.
- 3.5 A package of essential diagnostics, if available free of cost, in public health facilities would not only reduce the burden on the poor and the vulnerable but would also be accessible to sections of the middle class society, who face financial stress on account of expensive health care diagnostics. This would also make the health care in public health facilities comprehensive and thereby attract a larger segment of population to avail the services.
- 3.6 Several states have attempted to ensure the availability of diagnostics in the public health facilities. These range from improving access to diagnostics within public health facilities, through hiring technicians and procuring equipments and reagents as part of regular supplies, or by outsourcing the operation of diagnostics, or by establishing linkages with the private sector for providing selected diagnostics, such as radiology.
- 3.7 To fulfill all the gaps and solve the issue, Department of Health Family Welfare, CG Govt. is inviting a proposal to provide diagnostic services (Teleradiology- Capturing & Digitization of X-ray) at selected Hospitals and Health Centers.
- 3.8 Thus overall Objective of this initiative is, to ensure the availability of radiology diagnostics, and to reduce high out of pocket expenditure, thereby enabling appropriate treatment, based on accurate diagnosis, thus improving, overall quality of healthcare, and patient's experience in public health facilities.

4. Definitions and Abbreviations-

4.1 Definitions

The following definitions and abbreviations, which have been used in this RFP shall have the meanings as indicated below:

- 4.1.1 “ Appellate Authority” means Commissioner Health Services, Chhattisgarh
- 4.1.2 “Authorized Representative” shall mean any person authorized in writing by the Bidder as defined in 4.1.3/firm/ society/ Company/agency.
- 4.1.3 “Estimated **Annual Transaction**” means the amount in rupees which is estimated to be paid to the service provider with respect to the services rendered during a period of one year. This estimation is based on the data of pathology tests which may be prescribed to the patients coming for treatment in District Hospitals and Community Health Centers of the state.
- 4.1.4 “Bidder” shall mean Partnership Firm/consortium/Proprietorship Firm/Registered Society/ Registered trust/ Co-operative Society/Limited Liability Partnership (LLP)/consortium /Company incorporated. Registered under concerned Act in India.
- 4.1.5 “Contract or Agreement” means the written agreement entered into between the Successful bidder and Contracting Authority together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- 4.1.6 “Contracting Authority” means Director Health Services
- 4.1.7 “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its Bid.
- 4.1.8 “Letter of Intent” (LoI) means the letter issued by the Director Health services to the Successful Bidder (s) for initiation of services.
- 4.1.9 “Performance Security” means monetary or financial guarantee to be furnished by the successful Bidder for performance standards as due under the contract placed on it.
- 4.1.10 “Request for Proposal (RFP)” shall mean this document and its Annexure and any other document provided or issued during the process of selection of bidder(s), seeking any clarification etc., a set of solution(s), services(s), materials and/or any combination of them, including amendments, if any, after the pre-bid meeting.
- 4.1.11 “Successful bidder” shall mean the bidder, who is technically qualified and whose financial bid has been accepted and selected for this project through e-tendering process.
- 4.1.12 “Service Provider” means the successful bidder, who after, signing the agreement, is providing the services as enumerated in the RFP.
- 4.1.13 “Teleradiology services” means, the scope of work together with, Manpower, Digitization of existing X-ray machine.Radiologist/ specialist may be stationed, at any hospital or virtual centre and monitor the digital X-rays and provide report online,which the successful bidder is required to deliver at the specifiedunit (s) under the contract.
- 4.1.14 “Tender Inviting Authority” meansMission Director, National health Mission (SHS).

- 4.1.15 "Unit" means district which includes Health Facility (ies). (District Hospitals and Community Health Centre/ Civil Hospital of district). Total units-27.
- 4.1.16 "Upkeep Time" means the defined time for keeping the specified equipment in normal functional and utilizable status from a non functional or non utilizable status.

4.2 Abbreviations:

- 4.1.1 "BG" means Bank Guarantee
- 4.1.2 "CGMSC" means Chhattisgarh Medical Service Corporation
- 4.1.3 "CHC" means Community Health Centre.
- 4.1.4 "CH" means Civil Hospital
- 4.1.5 "CMHO" means Chief Medical & Health Officer.
- 4.1.6 "DH" means District Hospital.
- 4.1.7 "DHS" means Director Health Services, Chhattisgarh
- 4.1.8 "EMD" means Earnest Money Deposit
- 4.1.9 "LOI" means Letter of Intent
- 4.1.10 "MoU" means Memorandum of Understanding
- 4.1.11 "RFP" means Request for Proposal

5. Eligibility criteria for the Bidder

5.1 Eligibility Criteria

The bidder must possess the minimum qualifications, and required technical and financial capabilities in providing services, necessary to meet the requirements, as described in the RFP. The bidder must also possess the technical know-how and the financial capacity that would be required to successfully provide the Teleradiology, which includes but not limited to, requisite manpower, equipment and the IT infrastructure, as sought under this RFP for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the RFP. Invitation to this RFP is open to all bidders who satisfy the eligibility criteria as given below:

Sr.	Particulars	Minimum requirements
5.1.1	Legal entity	The bidder shall be a Partnership Firm/Proprietorship Firm/Registered Society/Registered trust/ Co-operative Society/Limited Liability Partnership (LLP). The Bidder can be a sole provider (Company/Society/Trust) or a group of companies (maximum 3) coming together as Consortium to implement the Project, with a Lead Member should have at least 51% stake of the consortium and must also have all legal liabilities. A bidder cannot bid as a sole provider as well as a partner in a consortium. In support of this, the bidder's letter shall be submitted as per proforma in Annexure 4. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form The principal bidder shall be legally responsible and shall represent all consortium members, if any, in all legal matters
5.1.2	Bidder turnover	The bidder must have a minimum annual turnover of Rs.5,00,00,000/ (Rs. Five Crores), during the three complete financial years (Financial Year 2015-16, 2016-17 and 2017-18) for participating in the Bidding process.
5.1.3	Bidder Net Worth	The Bidder must have a minimum net worth of Rs 1.5 crore. This minimum net worth must be maintained during last three complete financial years (Financial Year 2015-16, 2016-17 and 2017-18) to be able to qualify to Bid
5.1.4	Nature & Experience of work	<p>a. The Bidder shall have experience in providing Teleradiology (Capturing & Digitization of X-ray) services and should have successfully completed, similar type of assignment in any government hospital / private or public sector undertaking hospital/ diagnostic centre, anywhere in India, for three completed years up to the defined period (2015-16, 2016-17 and 2017-18). 2015-16, 2016-17 and 2017-18). In support of this, Bidder shall submit the copy of such work along with satisfactory completion certificates issued as per Annexure- 11.</p> <p>b. The bidder shall have at least 3 functional X Ray Centers with fully trained service personnel , (should own, operate and currently functional) where reporting happens and provides reports for a minimum of 1,00,000 (one lac) radiology images per annum in one of more States of India atleast for minimum three years..</p> <p>c. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)</p>
5.1.5	Local office	The bidder shall have office/branch in respective district headquarters or He/ She shall furnish an affidavit to open an office where the services are to be provided, along with the proposal of the bid. The successful bidder shall open a local office in the districts within one month after signing of agreement, where they have been awarded contract to provide services.
5.1.6	No Blacklisting/ Bankruptcy	The bidder should not be debarred / blacklisted by Central Government / any State Government / PSU or under a declaration of ineligibility for corrupt or Fraudulent practices. There should be no police case pending against the bidder

		for corrupt practices. The bidder should not be bankrupt or filed for bankruptcy. An affidavit in this regard has to be submitted along with the proposal.
5.1.7 A	Essential registrations	The bidder shall have the following Registrations and details of the same be provided in the technical bid: i. EPF Registration ii. GST Registration iii. PAN Number iv. AERB Licence
5.1.7 B	desirable	Where ever required as per rules ESIC registration may be obtained
5.1.8	EMD	The bidder shall furnish an Earnest Money Deposit (EMD) from a nationalized bank located in India of Rs. 2,50,000/- (Rs. Two Lakhs Fifty Thousand Rupees only) by way of RTGS/ E transfer to the following bank account. CGMSC Ltd. Equipment Procurement Cell, Account No. 540901010050669, Bank Name- Union Bank of India, Shankar Nagar Branch, Raipur CG, IFSC/ RTGS code – UBIN05540490. a. It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected. b. The EMD of unsuccessful bidder will be returned to them without any interest, after Conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract. c. EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period. d. No interest shall be payable on Earnest Money/Security Deposit .

5.2 Documents Required

- 5.2.1 For Sr. No. 5.1.1, Registration certificate issued under the respective governing act and in case of proprietorship firm shop establishment certificate should be submitted and in case where amendments have been made to the firm, all such deed of amendments; registration certificate with service tax registration.
- 5.2.2 For Sr. No. 5.1.2, for turnover - audited financial statements for those financial years as mentioned in 5.1.2. original certificate from the Chartered Accountant quantifying the amount in turnover in this regard. Proof should be presented that such turnover was on the basis of similar work only.
- 5.2.3 For Sr. No. 5.1.3, for networth - audited financial statements for those financial years as mentioned in 5.1.3. original certificate from the Chartered Accountant quantifying the amount in turnover in this regard. Proof should be presented that such turnover was on the basis of similar work only.
- 5.2.4 For Sr. No. 5.1.4 relevant experience and work orders clearly specifying the nature

of work in the format attached in Annexure 5.

- 5.2.5 For Sr. No. 5.1.5, for existing office – self attested copy of rent agreement or electricity bill; for opening new office – affidavit from the bidder, which shall also include the address and phone number of the office.
- 5.2.6 For Sr. No. 5.1.6, the bidder shall submit an affidavit clearly that it is not debarred / blacklisted by Central Government / any State Government / PSU or is under a declaration of ineligibility for corrupt or fraudulent practices. The bidder is not bankrupt or filed for bankruptcy.
- 5.2.7 For Sr. No. 5.1.7 (A&B), Registration certificates/certificate from all the respective departments.
- 5.2.8 For Sr. No. 5.1.8, attach E. receipt/ scanned copy of bank slip of Rs. 10,00,000/- (Rs. Ten Lakhs), in financial proposal.

6. General Terms & conditions

- 6.1 The bid shall be valid for 180 days after due date of submission of bid.
- 6.2 The contracting authority shall issue the letter of intent to the successful bidder within 15 days of selection of bidder.
- 6.3 An agreement shall be signed between the successful bidder and the Contracting Authority within 15 days after issue of letter of intent.
- 6.4 The successful Bidder shall be required to furnish Performance Security. This shall be submitted within 15 days (minimum) of receiving of Notice for letter of intent
- 6.5 The contract shall be valid for a period of 7 years from the date of signing of the contract.
- 6.6 Subcontracting or subletting shall not be permitted under any condition.
- 6.7 Conditional bids shall not be considered and will be out-rightly rejected at the very first instance.
- 6.8 The Successful Bidder shall be bound legally by the details furnished by him/ her, while submitting the RFP or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of contract making the successful bidder liable for legal actions and termination.
- 6.9 Use of the allocated space by the service provider for any other purpose other than the approved scheme shall not be permitted.
- 6.10 The Service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the proposed scheme, during the entire duration of agreement.
- 6.11 **Earnest Money Deposit (EMD)**
 - 6.11.1 The tender document shall be accompanied by Earnest Money Deposit (EMD) as specified in clause 5.1.7 through RTGS/ E transfer in favor of The Managing Director Chhattisgarh Medical Service Corporation, (CGMSC), 3rd floor, Govind Sarang Vyavsayik Parisar, New Rajendra Nagar, Raipur Chhattisgarh
 - 6.11.2 It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
 - 6.11.3 The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
 - 6.11.4 The EMD shall be forfeited in the following cases:

- 6.11.4.1 If the Bidder withdraws the Proposal during the intervening period of the Proposal due date and expiration of the Proposal Validity period.
- 6.11.4.2 If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the Contracting Authority.
- 6.11.4.3 If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;
- 6.11.4.4 If the successful bidder fails to sign the contract or agreement within 15days after issuance of LOI.
- 6.12 DHS, Chhattisgarh Raipur shall have all the rights to reject the RFP without assigning any reason.
- 6.13 Performance Security**
- The successful Bidder shall be required to furnish Performance Security from any nationalized bank in the form of Bank Guarantee. This shall be submitted within 15 days (minimum) of receiving of Notice for letter of intent, failing which the EMD may be forfeited and the contract may be cancelled. The Contracting Authority after receipt of the Performance Security shall provide right of use of space provided in the hospital building.
- 6.13.1 This Performance Security as a bank guarantee shall be equal to 8% of the estimated annual transaction value as approved in the bid for the first year, at the time of signing of contract. This Performance Security shall be valid till the end of the first year of contract.
- 6.13.2 For the subsequent years the Performance Security shall be renewed and the Performance security shall be 5% of the annual transaction value, which shall be valid till one month after the end of contract period.
- 6.14 For all intents and purposes, the service providing successful bidder shall be the “Employer” of the personnel deployed. Under No circumstance, can any human resource deployed by the service provider can claim to be an employee of the Government or can claim regularization or absorption into a department of Government or Government undertaking within Chhattisgarh or anywhere else within the Union of India . No such human resource deployed by the service provider shall have any right towards regularization or absorption into a any Government department or Government undertaking within Chhattisgarh or anywhere else within the Union of India. The Service Provider shall specify this provision in all service agreements, engaged with the human resource, in respect of the work orders.
- 6.15 The successful bidder will be responsible for compliance of all statutory provisions relating to minimum wages, Employee provident fund and Employee state insurance (If applicable) and other labour laws and regulations, in respect of the persons deployed.
- 6.16 The successful bidder shall be liable for complying and adhering to all statutory rules and act of the land.
- 6.17 The successful bidder shall be liable for depositing all taxes, levies and Cess (apart from TDS) etc. on account of service rendered to concerned tax collection authorities from time to time as per extent rules and regulations on the matter. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax, as amended, from time to time.

- 6.18 The successful bidder will be responsible for appropriate insurance coverage. In this regard, the successful bidder shall maintain workers compensation, employment liability insurance for their staff on the assignment. The successful bidder shall also maintain Health benefits, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the successful bidder or its staff., the successful bidder shall provide the Contracting Authority with certification thereof upon request.
- 6.19 The bidder will have to comply all specific terms and conditions related to the tele radiology services as mentioned in **Annexure 1**.

7. Scope of work

- 7.1 Details of the scope of work & services are enclosed in **Annexure –2**.

8. Methodology for execution of work

- 8.1 The Bidders should visit the Health facility to assess the site for feasibility before submission of bid. if the bidder has any objection they should inform during the pre bid conference in writing. Later on any such complain of non feasibility will not be considered.
- 8.2 The Successful Bidder should prepare a detailed Plan {including but not limited to improvement/renovation of the place, (in case it is provided by the contracting authority), procure and install the required machineries, connectivity for reporting,deploy human resource as required, in order to make each centre functional} and should get it approved by the Contracting Authority, before initiation of the work within 15 days after signing of agreement.

9. Monitoring Mechanism

For better management and smooth services, the following monitoring mechanism will be adopted by the Service Provider & Contracting Authority:-

- 9.1 The services provided shall be free of cost, for which no- fee receipt is to be issued in duplicate and at the end of month these receipts will be submitted at the end of each completed month to the contracting Authority.
- 9.2 The format of No-fee receipt shall be provided by Director Health Services.
- 9.3 Total number of tests performed in the facility shall be maintained by the service provider on every day basis and it shall be verified by the duly authorized nodal officer designated by CMHO on day to day basis.
- 9.4 The Service Provider has to maintain complaint/ Suggestion Box at the appropriate place decided by the contracting Authority.
- 9.5 The service provider shall also maintain a register for the feedback from the doctors and patients regarding delayed reporting, reporting errors etc.This Register should be maintained and regularly checked by Nodal Officer wherein
- 9.5.1 Each complaint is monitored very carefully

- 9.5.2 Complaints of a similar nature that impacts the quality of work should be dealt with timely and efficiently
- 9.6 Timing of taking image and reporting would be mentioned in the reporting format.
- 9.7 The successful bidder should develop online reporting system with analytics to generate reports which shall be compatible to link with HMIS/ hospital reporting system.
- 9.8 In addition to above, a third party quarterly audit related to the quality of Image, report (interpretation) and image format / paper (for X-ray Services) will be carried out by a team constituted by the Director Health Services.

10. Period of Agreement

- 10.1 The date on which all conditions precedent are satisfied or waived, as the case may be, shall be considered as the date of Agreement. The agreement shall be valid for a period of 7 years from the date of signing of contract.
- 10.2 After this period, the Agreement can be extended for maximum period of two years, on the same terms and conditions with mutual consent. However, in all such cases, where extension for a period of two years is granted, there can be provision of escalation of upto 5% in the prevailing rate with mutual consent. In such cases the Service Provider shall have to deposit the performance security of 5% of average annual transaction value for the extended period.
- 10.3 The commencement date for the Teleradiology services shall be within stipulated timeline as per scope of work, to be calculated from the date of Agreement. If Service Provider fails to start the work within this stipulated time, as mentioned above, he shall be penalized @ Rs.1000 per day per unit, which shall be deducted from the payments, due to him.

11. Selection Process

- 11.1 The Authority has adopted an online bidding process. The Application can be downloaded from the website (<https://eproc.cgstate.gov.in>).
- 11.2 Online bidding shall involve, three-step selection process (collectively the “**Selection Process**”) in evaluating the proposals comprising of tender process fee and EMD technical and financial bids to be submitted in three separate online envelopes Cover A, Cover B and Cover C.
- 11.3 In the first step, evaluation of the tender process fee and EMD will be carried out.
Cover A
In the second step, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed Bidders shall be prepared. **Cover B**
In the third step, a financial evaluation will be carried out only for the Bidders who qualify the technical evaluation. **Cover C**
- 11.4 **All the bidders qualifying the technical evaluation shall be selected for financial bid.** Proposals will finally be ranked according to the Financial Bid.
- 11.5 **Cover A**
11.5.1 The Bidder shall pay a sum of 5000 (Rs. Five Thousands) through RTGS/E-transfer to Managing Director, Chhattisgarh Medical Service Corporation, (CGMSC), New Rajendra Nagar, Raipur Chhattisgarh, non-refundable as the cost of the RFP process in cover A.

- 11.5.2 A Bidder shall be required to deposit, through RTGS/E-transfer to Managing Director, Chhattisgarh Medical Service Corporation, (CGMSC), New Rajendra Nagar, Raipur Chhattisgarh EMD, of Rs. 2,50,000 (Rs. Two Lakhs Fifty thousand only) in cover A, as specified in clause 6.9
- 11.6 **Cover B** – As per annexure 10 (except serial number 1 and 2 in annexure 10)
- 11.7 **Cover C**- As per annexure 6.
- 11.8 Selection of the entity shall be made on L1 basis – refer **Annexure 6** (i.e. lowest financial as percentage below CGHS Nagpur rate which will apply for all the tests en listed in CGHS Nagpur Rate)
- 11.9 The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the successful Bidder in case selected Bidder withdraws or defaults for any reason.
- 11.10 In the event that none of the other Bidders match the Bid of the successful Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 11.11 Concession Agreement shall be part of the RFP.
- 11.12 **Pre-Bid Meeting-**
- 11.12.1 The pre bid meeting shall be organized on scheduled date, time and place as mentioned in the Bid information sheet.
- 11.12.2 All related queries and suggestion must be submitted in writing, in company's letter head with duly signed by the authorized person.
- 11.12.3 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority.
- 11.12.4 The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

12. Preparation & Submission of Bid-

12.1 Language- The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder.

12.2 Format and signing of Application-

- 12.2.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those applications that are received in the required formats and complete in all respects. Incomplete or conditional bids shall be liable for rejection.
- 12.2.2 The Bidder has to apply through online web portal (<https://eproc.cgstate.gov.in>). The Bidder should have valid user id and password along with digital signature for participating in online tender process.
- 12.2.3 Online Application process consist of 3 Bid system - Cover-A (Tender document cost and EMD), Cover-B (Technical Bid) and Cover- C (Financial Bid)
- 12.2.4 The bidder shall have to submit tender document cost and EMD in cover

A only.

12.2.5 The Bidder shall upload all the required documents of Technical bid in Cover B as per **Annexure-10** in the RFP. (except serial number 1 and 2 in annex 10)

12.2.6 The supporting documents shall be signed by the authorized signatory of the Bidder.

12.2.7 The bidder shall have to submit Financial Bid in cover C only.

12.3 Application Due date-

12.3.1 Applications should be submitted online, by 17:00 IST on the Application Due Date, provided in Bid Information Sheet in the manner and form as detailed in this RFP.

12.3.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum uniformly for all Bidders.

13.Evaluation Process

13.1 The online Bid shall be opened on the Due Date, at the place specified in Bid information sheet and the Bidders may choose to attend the same.

13.2 Applications will be subsequently examined and evaluated by the committee constituted by the Authority.

13.3 Qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

13.4 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

13.5 The Authority reserves the right, not to proceed with the Bidding Process at any point of time, without notice or liability and to reject any or all Application(s) without assigning any reasons.

13.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for the purpose of considering the project in evaluation of whether the Bidder is meeting the technical requirement.

13.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for the purpose of meeting the technical requirement. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid and retain the Performance Security.

14. Bid Opening

14.1 The committee constituted by the Tender Inviting Authority shall evaluate the entire Bidding process with reference to technical requirements and various other commercial criteria given in the Tender Document.

14.2 Technical Bid:

The Bidder should upload the tender document & processing fee along with receipt of EMD in Cover A, other documents as a part of Technical bid in **Cover B** as per **Annexure 10**.

The Technically qualified bids shall be further considered for opening and

evaluation of financial bids.

14.3 Financial Bid:

The Bidder should upload the financial Bid as **Cover C** as per **Annexure 6**.

14.4 Selection of the entity shall be made on L1 basis (Lowest Bid price quoted)

14.5 All cost needs to be mentioned in Indian Rupees only.

15. Award of Contract

- 15.1 DHS shall inform that successful Bidder whose proposal is selected, via issuance of Letter of Intent (LoI) in the duplicate copy as per the format given in the **Annexure-9**. Bidder shall acknowledge the LoI and return the duplicate copy duly sealed and signed, within seven days from the issue of LoI by the DHS.
- 15.2 After acceptance of LoI, Performance Security (from any nationalized bank) of 8 % of the total contract value, for the first year of contract period, shall be deposited as per **Annexure- 7**, for signing an Agreement with the Contracting Authority. Performance security for the subsequent years will be as per para 6.8.2 of General terms and conditions.
- 15.3 An agreement will be signed between the successful bidder and the Contracting Authority which will clearly lay down the terms & conditions, duration of agreement, payment schedule, penalties and clauses for termination of agreement etc. The complete RFP document will be part of agreement.

16. Payment Mechanism

- 16.1 The Payments will only be released after completion of installation of services of 1st Phase within 90 days.
- 16.2 The service provider will raise its invoice on completion of services during this period duly accompanied by evidences of services provided.
- 16.3 Payment for the Teleradiology service to the Service Provider shall be made within 30 working days of submission of the bill to the contracting authority. The last day of submission of Bills shall not exceed 5th of every month, or the next working day if 5th day is a holiday. Payment of the bill will be based on computerized printouts in standardized proforma, (approved by Director Health Services) along with certified copies of document as per Para 9.1, 9.2 & 9.3 and the register maintained by the Authorized person by CMHO or any other necessary documents.
- 16.4 The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.
- 16.5 The penalty, if any, shall be deducted from the total amount to be paid.
- 16.6 90% of the amount after deducting the penalty, if any, shall be paid as per timeline stipulated in para 13.1, after the invoices are submitted. Rest 10% of the amount shall be paid only after 3rd party audit/verification of the services by any agency appointed by DHS which shall be completed within three months.
- 16.7 The party has to give proof of payment of wages as per minimum wages act and payment of EPF and ESIC as applicable.

17. Penalty Clause

- 17.1 Penalty to the service provider shall be subjected to fulfillment of service level agreement as mentioned in **Annexure-8**.

18. Dispute Resolution Mechanism

- 18.1 The Service Provider and the Contracting Authority shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

- 18.1.1 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- 18.1.2 If the parties fail to resolve their dispute or difference by such mutual consultations within seven days of commencement of such consultation, then the Contracting Authority or the Service provider may appeal to the appellate authority.

18.2 Arbitration

- 18.2.1 Secretary Government of Chhattisgarh Department of Health & Family Welfare shall appoint an Arbitrator to adjudicate the disputes and differences between the parties. The work under the Contract shall, however, continue during the Arbitration proceedings.
- 18.2.2 If the parties fail to resolve their dispute or difference by mutual consultations or through an appeal to Commissioner health, Government of Chhattisgarh within 30 days of appeal then dispute shall be resolved as per provisions of Arbitration and Reconciliation Act 2015 of India as amended from time to time.
- 18.2.3 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated in Raipur for all purposes.

18.3 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Competent Courts in Raipur, where the agreement has been executed, for all purposes.

19. End of Agreement

The agreement may come to an end by the following ways

19.1 Foreclosure & Exit:

- 19.1.1 This shall apply in case there is change in the ownership of the hospital (for eg. The hospital may be upgraded from Distt. hospital to a Medical college hospital, or the hospital may have change of ownership from government to PPP mode).
- 19.1.2 Exit Clause (No Fault Termination)- Either party may terminate the Agreement with mutual consent by giving 3 months prior notice.

19.2 Force Majeure:

For any reason, if the unit ceases to run as a hospital, which is beyond the control of either party, when an extraordinary event or circumstance beyond the control of the parties, such as a war, or an event described by the legal term act of God (hurricane, flood, earthquake, volcanic eruption, etc.), prevents one or both parties from fulfilling their obligations under the contract. The details have been described in the para 17.

19.3 Termination Clause:

Right to Terminate the Process : Contracting Authority reserves the right to terminate the contract entered into with service provider under the following circumstances:-

- 19.3.1 The contracting authority may terminate the contract, if the successful bidder withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations.
- 19.3.2 The Service Provider commits a breach of any of the terms and conditions

of the agreement, General as well as specific.

- 19.3.3 In case the Service Provider fails to deliver the services as mentioned in the scope of work as mentioned in Annexure 2.
- 19.3.4 The Service Provider goes into liquidation, voluntarily or otherwise.
- 19.3.5 If the Service Provider fails to initiate the assignment, as per the timelines prescribed in para 10.3 or, fails to initiate the assignment, even after extension, if any, allowed by the Contracting Authority.
- 19.3.6 If cumulative deductions on account of liquidated damages /Penalty exceeds more than 8% (ie. Performance Security) of the total contract price, at any point of time.
- 19.3.7 If the upkeep & transmission time for reporting, for the health facility is below 60% consecutively three months and the service providers is being penalized for this.
- 19.3.8 Discontinuity of services for more than 45 days, unless extended by contracting authority as per Annexure – 8.
- 19.3.9 Use of allocated space by service provider for any purpose other than the approved scheme shall not be permitted.
- 19.3.10 The service provider sells or transfers any proprietary rights or entrust to any other third party for running the proposed scheme, the duration for which the agreement has been signed.
- 19.3.11 In human resource deployed, by the Service Provider is/are found indulging in any criminal activity, illegal, immoral activity or found indulging in action affecting the dignity of woman or children including but not limited to direct or indirect harassment, or sexual abuse and misdemeanor.
- 19.3.12 If it is determined during the course of the contract, that the information/data submitted by the successful bidder has been found as false or misrepresented in order for such bidder to win the contract over his fellow bidders in violation of the terms of the Pre-contract Integrity Pact – Annexure 13.

19.4 Mechanism of termination –

Contracting authority, reserves the right to terminate the contract by following processes

- 19.4.1 The service provider shall have to make atleast 50% of the units functional within a period of 90 days and remaining 50% of the units functional within a period of 180 days from the date of signing of agreement. Failing which, his agreement is liable to be terminated.
- 19.4.2 The Contracting Authority will issue a show cause notice in writing, if he is not satisfied about the services given by the Service Provider or any other conditions given in Clause 19.3.
- 19.4.3 After successful implementation of the project, in case the service provider fails to keep 2/3 of units functional for more than 30 days, a notice shall be issued to the service provider to improve the services.
- 19.4.4 The Service Provider shall vacate the place/ control room provided to him within 30 days of the date specified in termination order.

19.5 Consequences of Termination:

- 19.5.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Contracting Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.

- 19.5.2 Nothing herein shall restrict the right of Contracting Authority to invoke the Bank Guarantee and other guarantees, securities furnished, enforce the Deed of indemnity and pursue such other rights and/or remedies that may be available to the Contracting Authority under law or otherwise.
- 19.5.3 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 19.5.4 In the event of termination, the liability of the Contracting Authority for payments to the Service Provider shall not exceed the date, on which the termination order has been issued.

20.Blacklisting

- 20.1 The Bidder who submits false, forged or fabricated documents or conceals facts with intent to deceive the Contracting Authority to gain unlawful advantage over other bidders and/or procure purchase order; bid security Deposit of such Bidder firm will be forfeited and firm will be liable for blacklisting for a period of not less than 2 years. The firm will also be liable for legal action depending on the facts and circumstances of the case.
- 20.2 The successful Bidder fails to execute the agreement after being declared as L-1 to perform the obligations under the Bid conditions, Bid Security Deposit of such Bidder firm will be forfeited and firm will be liable for blacklisting for a period of not less than 2 years or the period specified in Bid document.
- 20.3 The Tenderers who have withdrawn after participating in the tender either fully or partially, the entire firm/company will be blacklisted for a period of 2 years from the date of intimation apart from forfeiture of the Security Deposit/EMD.
- 20.4 Blacklisting for Quality failure : The Bidder should provide good quality equipments and provide quality test report. "if Upkeep time consistently below 60 % for three months in a year", the contract shall be liable for termination & will be blacklisted

21 Liquidated Damages

- 21.1 Subject to clause for force majeure if the bidder fails to commence the specific radiological services (digitization of x ray, transfer and reporting) within stipulated time as per timeline given in the scope of work from the date of Agreement, he shall be penalized @ Rs.1000 per day per unit, which shall be deducted from his due bills at the time of payment.

SPECIFIC TERMS & CONDITIONS

1. There will be a single service provider for all the units, therefore the bidders shall have to participate for all the units.
2. The Service Provider shall have to operationalise the services in atleast 50% locations within 90 days of execution of agreement. Rest 50% locations services should be made operational within 180 days. The Contracting Authority shall provide the Room. along with X-ray Machine on as is basis.
3. All the pre-requisites such as electrical, air-conditioning, computer, internet services or any other changes in the site for installation of machine will be executed by the service provider at its own cost, with due permission of the Contracting Authority (permission required only if the space is provided by the administration).
4. The Contracting Authority will not be responsible for any loss/ damage to the machine/property due to any cause and the service provider will have to take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons.
5. The security of the X-ray Center shall be the sole responsibility of the Service Provider.
6. All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the Service Provider.
7. All the pre-requisites such as hardware, software, computer and related peripherals, mobile connection or any other requirement such as trained manpower (where not available) shall be provided by the Service provider.
8. The Service Provider shall provide the computer, along with the required software to view the diagnosed images and its requisite peripherals, at the District Hospital / CHC/CH at its own cost.
9. All the Legal responsibility of reporting of images lies with the service provider. However, reporting of the MLC cases shall be the responsibility of the Doctors (Medical Officer or Specialist). The service provider, shall handover the softcopy as well as the hard copies of the images to the facility.
10. It shall be the responsibility of the service provider to modify room layout of the installation site as per AERB guidelines and get license from AERB to run this X-ray, if required.
11. Annual / Quarterly review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee constituted by Director Health Services.
12. The provider would be allowed to use the machine for outside (non-referred or private patients) patients at approved bidding rate. This shall be allowed only after routine OPD hours of the hospital and only if there are no waiting for X ray services in the hospital for the patients referred from Govt hospitals. The service provider shall have to provide invoice/bill /receipt for the charges taken from the patients of outside / private.
13. In case of breakdown of X-ray machine, it is the liability of service provider to get the X-ray done, through any other centre free of cost. If the service provider fails to do this, then the hospital authority can get the X-ray done at market rate from any other X-ray

facility and the total amount paid to the other X-ray centre shall be deducted from the total payable bills raised by the service provider at the end of the month.

14. The Authority shall not pay the service provider any charges for any repeat tests resulting out of imaging errors. In case there is a requirement for Contrast X-ray after plain X-ray has been performed, and this requirement has been confirmed by the radiology department of the district hospital or the doctor, who has referred the case, the contrast X-ray shall not be counted as a repeat scan.
15. A no-fee receipt shall be provided by the service provider to every patient. A copy of all such receipts shall be submitted on monthly basis by the service provider to the Contracting Authority.
16. All receipts shall be subjected to a third party annual audit and the audit report submitted as part of annual work report of the service provider for that unit.
17. Daily patients record including outside as well as for patients referred by District Hospital, shall have to be maintained.. A database of all patients served in all Health Facilities, with details of their name, address, sex, Aadhar card details, date of admission, tests conducted, diagnosis made etc must be kept and possibly provided in the cloud and online for further reference in the future. This should be for a period of at least of 7 years
18. The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the X-rayfacility. The service provider may however refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.
19. The Service provider shall take a third party insurance policy to cover,for those patients sent from the District Hospital, to other X-ray centre (in cases of shut down as mentioned in para 11 above), against any mishap during patient transport, as well as for the consequences arising due to reporting error.
20. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/ liability of the service provider.
21. After closure of the contract agreement between the service provider and the authority, the service provider shall vacate the space occupied, if provided by the authority, within a period of 30 days.
22. The Service Provider shall also comply with AERB guidelines and all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources for providing the services, biomedical waste management, bio-safety, occupational and environmental safety and any medico-legal issues,minimum wages act etc.
23. The Service Provider shall arrange for appropriate and adequate signages and IEC (Information-education- communication) activities for the X-raymachines as decided by the Contracting authority.
24. The service provider shall be responsible for storage of images and reports of all X-raydone by the service provider including image retrieval system for a period of seven years. In case of change of service provider for any reason, the stored data and images must be transferred to the new provider for continuation of storage.

25. The preventive maintenance (PM) and corrective maintenance (CM) of the medical equipment shall be the responsibility of the Service provider.
26. The service provider shall provide the following:
 - a. Soft copy of images and report – one copy each to the patient and District Hospital
 - b. Hard copy of report – each to patient and the facility, as per Annexure 12.
27. The Quality of reports and images of X rays shall be of high standard. Reports and images on Thermal Paper will not be accepted.
28. The patient information and images shall be tagged to a unique id generated by the service provider. A backup of all data must be kept by the Hospital Authorities/Service provider of all tele-data X-ray images. This backup must be updated on a monthly basis
29. In the event of loss/damage of Government equipment/ Furniture/ Civil work etc, at the premises of the health facility due to negligence/carelessness of Service Provider's Human resource, the Service Provider shall compensate the loss to the Unit.
30. The DHS reserves the right to add/delete/modify the centers/Tests list prescribed at various levels of unit given in and to add/reduce the total number of unit for which contract has been signed or direct to add any new equipments due to technological up gradation.
31. The Authority shall provide a list of availability of X-Ray equipment at District Hospitals, Civil Hospitals & Community Health Centers (CHCs), across the state.
32. The Service provider should adhere to Standard Operating Procedures (SOPs) for each of the services finalized in consultation with the Authority.
33. Annual review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee appointed by the authority.
34. All the operational cost within the declared scope of work including the cost of deployment of the personnel, where ever required, will be borne by the Service provider.
35. Service provider will provide a signed report from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging.
36. The uploading time of the images should not be more than 45 minutes after the completion of test. The images will also be made available by the service provider to the concerned hospital within the 45 minutes after the completion of test. All results shall be interpreted, diagnosed and reported within 6 hours of the image transmission/ uploading, if the tests were done between 8AM to 6PM. However if tests were done between 6PM to 8AM next morning, the report would be provided on or before 10AM of that day.
37. The Service provider will have to manage the following records:
 - (i) Digital cases register.
 - (ii) Record of discontinuity of services at service provider's end; and
 - (iii) log book of discontinuity of services at facility end.

SCOPE OF WORK & SERVICES

- 1 The service provider shall establish the Teleradiology (Digital Capturing, image transfer and reporting of X-ray) services in selected units. The units covered under the scope of work for Teleradiology shall include selected units as specified in Annexure-10.
- 2 The Service provider shall put in place the required infrastructure such as CR systems, CR cassettes to digitize images from existing X-rays at district hospitals (DHs), Civil hospitals and CHCs across the state. Periodic maintenance including replacement of CR cassettes shall be sole responsibility of the Service provider. In case existing X-rays are not in working condition, new machines may be procured by the authority.
- 3 Identification of technological pathways and setting up of system for capturing, digitization, transmission and reporting of X-Ray at selected units as specified in Annexure-10. Digital infrastructure/ IT based solutions would be used to transfer images to specialists for reporting.
- 4 The Service Provider shall not be entitled to levy any charge in any form from the patients and shall provide free service to patients referred by all the Government Health facilities of Chhattisgarh, for teleradiology (Capturing & Digitization, image transfer & reporting of X-ray) services.
- 5 For operationalization of X-ray services, ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider.
- 6 The obligations of the service provider under this service contract shall include following service activities and commitments:-
The Service provider shall put in place the required infrastructure such as CR systems, CR cassettes etc, to digitize images, (Equipment for digitization) from existing X-rays at the unit as per Annexure 10.
- 7 The Service provider shall identify the technological pathways and set up systems for digitization, transmission and reporting of X-rays. Digital infrastructure/ IT based solutions should be provided used to transfer images to specialist hired/on roll of Service provider.
- 8 Service provider shall provide communication networks, IT peripherals and requisites software and costs thereof for seamless transmission of images.
- 9 Digital infrastructure/ IT based solutions, used to transfer images, (medical imaging format), should be provided by the Service provider.
- 10 The service provider shall also ensure at its own cost, an IT enabled work station at the radiology department of the district hospitals where the images and soft copy of the report of the patient should reach within stipulated time.
- 11 Periodic maintenance including replacement of CR cassettes shall be sole responsibility of the Service provider.
- 12 In case X-ray machines are not available in some of the facilities, new machines may be provided by the Contracting authority depending on the priority and workload of the facility.
- 13 Service provider shall provide all the manpower wherever required to operationalise the services, capturing and digitization of image, transmission of these images and reporting in the selected units as per Annexure-10.
- 14 Reporting of all X-ray films/images except medico legal cases from these selected units electronically shall be done by the Service provider. Reporting of medico legal cases will be done by the doctor who has advised the test in the Health Facility.

- 15 All results shall be interpreted, diagnosed and reported as per the following –
 - 15.1 All cases declared as urgent by the Duty doctor/Specialist/Hospital - within 2 hours.
 - 15.2 During routine hours, if the tests were done between 8AM to 2 PM - within 6 hours of the referral.
- 16 The services of X-ray shall be made available-
 - 16.1 District Hospitals- 24*7
 - 16.2 CHCs –OPD hours and during emergency (as and when required)
- 17 The competent human resources to carry out the X-ray services at X-ray facility shall be sole responsibility of the service provider (apart from Radiologist, other staffs need to be physically available in the facility).
- 18 Service provider shall provide the signed report as per Annexure 12 from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging. Service provider shall deploy adequately trained, Radiographers and Paramedical staff to run the facility round the clock (24X7X365). The details of all HR provided by Service Provider shall be made available to the Contracting Authority before commencement of Services by the Service Provider.
- 19 The service provider shall have to operationalise the services in at least 50% locations within 90 days of execution of agreement. Rest 50% locations services should be made operational within 180 days. The locations to be made operational in 1st Phase and 2nd Phase will be finalized in consultation with department.

20 Responsibilities of the service provider

The obligations of the service provider under this service contract shall include following service activities and commitments.

- 19.1 The service provider shall submit the hard and soft copies of the report and images to the hospital within the stipulated time mentioned below after successful uploading of the image within 45 minutes (which would be simultaneously viewed at the District Hospital):
- 19.2 The service provider shall also ensure at its own cost, an IT enabled work station at the radiology department of the district hospitals where the images and soft copy of the report of the patient should reach within stipulated time.
- 19.3 The competent human resources for carry out the services at the facility shall be sole responsibility of the service provider (apart from Radiologist, other staffs need to be physically available in the facility).
- 19.4 Service provider shall provide the signed report as per **Annexure 12** from qualified Radiologists having a Post Graduate Degree/Post Graduate Diploma in Radiology and imaging. Service provider shall deploy adequately trained Radiologists, Radiographers and Paramedical staff to run the facility round the clock (24X7X365). The details of all HR provided by Service Provider shall be made available to the Contracting Authority before commencement of Services by the Service Provider.

20. Responsibilities of Contracting Authority

- 21.1 The DHS shall also provide list of units along with the availability of X-Ray machine as per **Annexure 10**.
- 21.2 The Contracting Authority shall provide list of facilities where X-ray machines are available.
- 21.3 The Contracting Authority shall provide the required space for establishing the X-ray services.
- 21.4 The contracting authority shall pay the invoice raised as per the payment mechanism.

Annexure-3

TECHNICAL TENDER FORM

Date.....

Ref. Your Tender Document No..... dated

To,
.....
.....
.....

1. We, the undersigned have examined the above mentioned Tender document. We now offer to perform Radiology (Capturing and Digitization of X-ray) services as mentioned in Scope of Work at **Annexure-2** at the rates as mentioned in our financial bid.
2. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
3. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of(Name of Bidder)

N.B : The above tender form, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

DECLARATION

1. I, son/daughter of Shri....., proprietor/partner/director/authorized signatory of M/s, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

Signature of Authorized Person

(Name, designation and seal)

Date :

Place :

N.B : The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

Annexure-5

**PROFORMA FOR THE PERFORMANCE STATEMENT OF BIDDER
(OF THREE COMPLETE YEARS (DATE WISE) IN LAST THREE
YEARS):**

Sr. No.	Name and address of Contracting Authority; Name, designation and contact no./ e-mail id. Of the officer concerned	Contract details including total Machine/manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to To)	Contracting Authority satisfactory certificate enclosed (Yes/No)
	Additional information, if any				

Signature of Bidder

Name and designation of signatory with seal

Date:

Place:

N.B: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

**FINANCIAL BID
FOR TELERADIOLOGY SERVICES**

1. **Name of the Bidder**
2. **Prices Quoted for Teleradiology services**
The prices shall be inclusive of all taxes.

Prices Quote per investigation ----- percentage (%) discount onCGHS rate Nagpur, 2014	
percentage (%) in numeric	percentage (%) in words

Signature.....

Name.....

PROFORMA OF PERFORMANCE SECURITY

In consideration of Contracting Authority having offered to accept the terms and conditions of the proposed agreement (hereinafter called the “said Agreement”) between DHS Chhattisgarh and M/s..... (Hereinafter called the “said Successful bidder”) for the work of Teleradiology service having agreed to production of an irrevocable bank guarantee (at any nationalised Bank) for Rs..... (Rupees..... Only) as a security / guarantee from the successful bidder for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We..... (Hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Contracting Authority any money so demanded not withstanding any dispute or disputes raised by the successful bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the successful bidder(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Contracting Authority under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Contracting Authority certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said successful bidder(s), and accordingly discharges this guarantee
3. We further agree with the Contracting Authority that the Contracting Authority shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said successful bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Contracting Authority against the said successful bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said successful bidder(s) or for any forbearance, act of omission on the part of the Contracting Authority or any indulgence by the Contracting Authority to the said successful bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the successful bidder(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Contracting Authority in writing.
6. This guarantee shall be valid up to unless extended on demand by the Contracting Authority Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees..... only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the.....day of..... for

Annexure-8

Penalty Clause (Service level Agreement)

S No	Service	Expected Service levels	Penalty in case of Default
1.	Upkeep time of Transmission & Reporting	Up to 90% per month	Nil
		80% to below 90% per month	5% of the monthly bills
		60% to below 80%	10% of the monthly bill
		Below 60%	25% of the monthly bill
		If Upkeep time is consistently below 60% for three consecutive months in a year	The Contract shall be liable for Termination.
2	Perform scan and provide images Teleradiology	As defined in Scope of Work Annexure ..	Rs. 100 per scan
3	Continuity Of Service	If shut down occurs for more than 24 hours at a stretch then an alternate arrangement shall have to be made by the service provider at the approved rate.	If the services are not provided as per the terms & conditions, the Contracting Authority may avail services from other private center and the cost incurred, shall be recovered from the monthly bills raised by the service provider.
4	Continuity Of Service	As defined in Annexure- 2 Specific terms & conditions, Annexure 1.	<p>If shut down continues for more than 15 days beyond the control of Service Provider-</p> <ul style="list-style-type: none"> • The Service Provider shall inform about the same to concerned Contracting Authority immediately in writing and request for extension. The Authority may allow additional time of upto 15 days for same reasons, if satisfied. • After this period ,if the cost incurred is more than the amount of Performance Security / Bank Guarantee than the contract shall be liable for termination.

FORMAT OF LETTER OF INTENT

(On Office letterhead)

Letter No./ DHS/ Radiology service/2018-19

place...../dated.....

To,

.....

Subject: RFP No. for Hiring of Radiology service.

Reference: You proposal submitted for the same.

With reference to the above, we are pleased to inform you that you have been selected to provide Radiology services as proposed. I am sure by now you have done the Situation analysis of the Health facilities and started the process of identifying the pool of resources to be deployed in designated areas.

This letter of intent is sent to you to award a work order against your proposal, as the RFP evaluating committee found your proposal suitable for these services.

Within Fifteen days of this notice, you are required to enter into the agreement with the Contracting Authority to get the work order.

You also need to submit all required documents along with the Performance guarantee.

If any of the items is not provided within Fifteen days of the date of this letter, we may proceed to award the contract to another successful bidder. If the successful bidder does not accept LoI or after accepting LoI does not enter into the agreement, within specified period the Director Health Services reserves the right to cancel the LoI issued to him and forfeit the EMD. The Director Health Services may also blacklist the bidder.

Please return a copy of this letter acknowledging receipt as indicated below.

Signature & date
Director Health Services
Chhattisgarh

Acknowledgement

We acknowledge the receipt of the letter of Intent No. -----dated..... on -----(date). We will do all the required formalities as per RFP within fifteen days and enter into the agreement mentioned in the RFP document

Signed-----

Date-----

On behalf of (name of the authority)

Name of the successful bidder and seal

**LIST OF UNITS FOR PROVIDING TELERADIOLOGY (X-ray)
SERVICES**

- i. There will be 27 units, one in every district.
- ii. Each unit will comprise of District Hospital, Civil Hospital and Community Health Centre for the district with respect to providing Teleradiology services (X-ray)

Name of facilities	Numbers
District hospitals	26*
Civil Hospitals	19*
Community Health Centers	169*

Note :-

1. * The details of location of district hospital, Community Health Centers and Civil Hospitals are available with the Chief Medical & Health Officer of the con
2. All the Bidders are advised to visit the operational locations (Respective District Hospital/Community Health centre/Civil Hospital) before filling the tender document

DOCUMENTS TO BE SUBMITTED WITH RFP

Sn	Check list of document	Yes/ No
1	RFP document cost of Rs. 5000/- in the form of RTGS/ E-transfer Challan/receipt. Cover A	
2	An EMD of Rs. 2,50,000 - E. receipt/ scanned copy of bank slip of EMD (RTGS/ E transfer) from a nationalized bank located in India. Cover A	
3	Certificates – Registrar of firms and societies, ESI & all other essential registrations/ certificates required for providing outsourcing services Cover B	
4	All essential Licenses required for Radiology services i.e. Nursing Home/ Clinical Establishment Act, AERB Cover B	
5	Declaration about not blacklisted or no police case for corrupt practices Cover B	
6	Audited Financial Statement& Income Tax returns of three financial years Cover B	
7	Scanned copy of PAN card Cover B	
8	Local office proof or affidavit for opening an office within 15 days of award of the work Cover B	
9	Relevant experience certificates Cover B	
10	Annual turnover statement for last 3 years exclusively for Radiology (X-ray) Services certified by Chartered Accountant Cover B	
11	Letter of satisfactory completion of work order from different customer /organizations as per proforma Cover B	
13	Documents as per Annexure 3, 4& 5 Cover B	
14	Any other documents as may be necessary but not included in the list Cover B i) ii) iii)	

This checklist is just for the convenience of the bidder. Bidders must go in detail to verify whether everything is covered or not.

REPORTING FORMAT

District Hospital/CHC/CH.....

Report of X-ray

Managed & operated by agency.....

Reported by - Dr.....

Name of the Patient..... S/D//W of.....

Age/Sex..... Address.....

Time of referral..... Time of reporting.....

Report-

Name &Signature of the reporting Radiologist

Services of the agency valid from..... to.....

Address of Agency.....

Contact No.....

PRE-CONTRACT INTEGRITY PACT

- 1.1 This pre-bid contract Agreement (herein after called the integrity Pact) is made on day of the month...../.....20....., between, Director Health Services Chhattisgarh Raipur with the Party, proposes to provide services as per the scope of work in the RFP document (name of the company /Work/Service provider) M/s.....represented by Shri Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permuted assigns) .
- 1.2 WHEREAS the BIDDER is a private Company/Public Company/Government Undertaking/partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is the Department of Health & Family Wel Fare , performing its functions on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1 Enabling the BUYER to obtain the desired Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the

contract.

- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information through the departmental website and will not provide any such information to any particular BIDDER Which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS. Therefore all the bidders are requested to go through the departmental website. ..
- 3.3 All the officials of the BUYER will report to the DHS Chhattisgarh, any attempted or completed breaches of the above commitments on the part of bidders as well as any substantial suspicion of such a breach.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any pre-contract or Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation of the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any their intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. SANCTIONS FOR VIOLATIONS

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or

giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) To forfeit fully the Earnest Money Deposit (in pre-contract stage) and/or Security Deposited/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of seven years, which may be further extended at the discretion of the BUYER.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.
The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the

Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

7. **FALL CLAUSE** The BIDDER undertakes that it has not provided similar services at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **INDEPENDENT MONITORS**

8.1 The BUYER will appoint Independent Monitors (Hereinafter referred to as Monitors/Chief Medical & Health Officer) for this Pact.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall be subjected to instructions by the DHS and perform their functions neutrally.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.5 As soon as the Monitor notices, or has reason to believe, a violation this Pact, he will so inform the Authority designated by the BUYER.

8.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

10. LAW AND PLACE OF JURISDICTION The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

11. OTHER LEGAL ACTIONS The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

12. VALIDITY

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to the date of signing of agreement. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13. The parties hereby sign this Integrity Pact
at.....on.....

BUYER

Name of the Officer

Designation

Department of Health & Family Welfare

Witness

1)

.....

BIDDER CHIEF EXECUTIVE OFFICER

Witness

1)..... 2)

INFORMATION & INSTRUCTIONS
TO THE BIDDERS
FOR
ONLINE ELECTRONIC CHHATTISGARH GOVERNMENT PROCUREMENT
SYSTEM (eGPS)

Special Conditions & instructions for online Electronic Government Procurement System (online e-GPS) as given in the subsequent pages will be prevail over the conditions stated in the tender documents in the previous pages, wherever relevant and applicable.

1. Registration of the Bidders on Chhattisgarh Government e-Procurement Portal

<http://eproc.cgstate.gov.in> All the bidders in order to participate in the tenders floated using the Electronic Procurement System are required to be registered on <http://eproc.cgstate.gov.in>.

2. Set-up of Machine: In order to operate on the electronic procurement system, setting of User's machine is required. For which User has to follow Preferred System Setup Guidelines present in "Download" section In Index page.

3. Obtaining a Digital Certificate:

The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online.

These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

The registered bidders may obtain information and the application formats and documents required for issuance of a Digital Certificate from:

The Service Provider of eGPS of Government of Chhattisgarh:

M-Junction Services

Tel.No. 1800 258 2502 (Toll free)

Email helpdesk.cgeproc@gmail.com

Important Note: Bid for a particular tender may be submitted only using the digital certificate. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the

bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places

under proper security to be used in case of emergencies.

In case of online tendering, the digital certificate issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian IT Act 2000. Unless the certificate is revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm for Health Department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management/partners of the registered firm to inform the Certifying Authority or Sub Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user. The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

4. Opening of an Electronic Payment account: For Submitting the bids online Bidders are required to make online payment for Bid Submission fee using the electronic payments gateway service as mentioned in the List of online payment modes. The bid submission fee is over and above the Tender Processing fee and EMD to be paid as per **Cover 'A'**, while bid submission online. Arrangements have been made for Bidders to make payments online via Credit Card / Cash Cards /

Internet Banking/mobile banking. The List of modes of electronic payments accepted on the electronic Procurement System is available online on the web site. The Interested bidders can view the list of payment modes from website <http://eproc.cgstate.gov.in>.

5. Payment for submission of bids online: The tender documents may be downloaded online directly by eligible Bidders. The Bidders are required to make the payment for bid submission through online payment modes mentioned in Point No. 3 above. The suppliers can submit the bids by making online payment of submission fees using the service of the secure electronic payments gateway, and should print out the system generated receipt for their reference which can be produced whenever required. The secure electronic payments gateway is an online interface between Bidders and credit card/ online payment authorization networks.

Submission of bids, EMD and other documents will be governed by the time schedule given under

“Key Dates” on the online e-Procurement System portal for the particular tender.

[Please refer to the Help Manual for viewing of New Tenders Online on the procurement Portal.]

6. Tender Download: Eligible Bidders can download the Tender Document online.

7. Submission of actual online bids: Suppliers have to submit and sign their encrypted bids (by their user Public-Key) online using their digital certificate within the date and time as stated in the tender schedule (Key Dates). The electronic bids of only the suppliers who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system.

8. Submission of Earnest Money Deposit: The bidder will be required to submit their Tender processing fee and Earnest Money Deposit by way of E-transfer to the Bank Account details as mentioned in this tender document. In case the bidder is exempted from submitting EMD, the exemption certificate should be uploaded by the bidder. The Supplier will also upload scanned copy of EMD Transfer receipt along with other details during online bidding under **Cover A**.

9. In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and Bid Security Deposit/Performance Security will be forfeited. Bidder/his representative may also be blacklisted/banned/debarred. Report with police station may also be filed against such bidder/his representative.

10. Opening of Tender documents: The authority receiving the tenders or his duly authorized officer shall first open the "**Cover A**" of all the bidders and check for the validity of Tender Processing Fee & EMD as required by CGMSC. In case, the requirements are incomplete, the bidder shall be disqualified and no further action shall be taken by the authority. The authority shall then open the tenders submitted by the suppliers online through the CGMSC CG Government procurement website. He will match the hash of each tender with the hash submitted by the contractors prior to bid submission. In the event of a mismatch, the tender in question will be rejected after a due process of verification by CGMSC.

11. Key Dates: The suppliers are strictly advised to follow the tender schedule (Key dates) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.